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BOOK NOTICES.

HOGG'S PLEADING AND FORMS.—A practical treatise on the system of common law pleading, supplemented by numerous precedents of declarations, pleas, replications, and court orders now in use in the State of West Virginia. By CHARLES E. HOGG. Cincinnati: The Robert Clarke Company, 1895.

This is a well-printed and well-bound volume, containing 500 pages, exclusive of table of contents, cases cited (over 1,000), and index. Of these 500 pages, 230 treat of the principles of pleading and practice, from the summons to verdict and judgment, and the remainder are devoted to forms. The author states that some of the forms are new, being adapted to actions for damages for the negligence of railroads and municipal corporations.

Upon such examination as we have been able to make of Mr. Hogg's book, we are favorably impressed with its judicious arrangement, clearness of statement, and its modern and practical character. The author is evidently a sound lawyer and careful student; and his treatise is the result of honest, conscientious work. It must prove indispensable to the West Virginia bar, and will be valuable and suggestive to lawyers in Virginia.

The development of the law in Virginia and West Virginia, starting together some thirty years ago, and gradually diverging on many points, affords an interesting study in comparative jurisprudence; and we believe our lawyers are making greater use every day of the West Virginia decisions. Mr. Barton, in the second edition of his valuable *Law Practice*, incorporates the statutes and decisions of West Virginia; and Mr. Hogg has returned the compliment by frequent references to Mr. Barton's book, and citation of Virginia authorities.

It is interesting to note that by the West Virginia statute (Code W. Va. chap. 99, sec. 10) an action of *assumpsit* may be maintained "on any note or writing, whether sealed or not, by which there is a promise, undertaking, or obligation to pay money, if the same be signed by the party to be charged thereby or his agent." Also, that in West Virginia a plea of payment must conclude to the country, instead of with a verification. See *Douglass v. Land Co.* 12 W. Va. 502; *Bank v. Kimberlands*, 16 Id. 555; *Kinsley v. County Ct.* 31 Id. 464. And, by a decided improvement on the Virginia law, the West Virginia statute (Code W. Va. ch. 125, sec. 20) provides that: "To any special plea pleaded by a defendant, the plaintiff may plead as many special replications as he may deem necessary," thus extending to the plaintiff in his replication the privilege of duplicity, which in Virginia is confined to the defendant's answer to the declaration. C. A. G.

CLARK ON CONTRACTS.—Hand-Book of the Law of Contracts. By WM. L. CLARK, JR. Hornbook Series. West Publishing Co., St. Paul, Minn., 1894.

Clark on Contracts, as the publishers explain, *happens* to be issued as one of the Hornbook Series, and therefore is sold for \$3.75, though it is a large volume of over 900 pages. Nowhere else that we are aware of can one get so much law for so little money. We have examined Mr. Clark's book with care, and tested it in

various ways (it has been published for some time), and we do not hesitate to pronounce it the best single-volume treatise on contracts with which we are acquainted. Though written primarily for students, it is equally valuable to the practitioner, as it contains the law up to date, clearly presented, with copious citations of American authorities. In his preface the author says: "Nearly 10,000 cases have been cited. Every one of them has been personally examined, and is cited because in point—not because it has been cited by some other writer, or in some other case, or because it is found in the digests. A few cases have been cited for their valuable *dicta*, or because they collect and discuss the cases, but in most instances the cited case will be found to embody an actual decision, directly in point."

In the arrangement of his book, Mr. Clark has followed the analysis of *Anson on Contracts*, from which statements of legal principles are freely taken. In his preface, general acknowledgment is made of the use that has been made of both Anson's and Leake's works. As to the Hornbook method of legal writing, it has at least this advantage, that an author's *declaration of his creed*, so to speak, in the shape of general propositions, in advance of the discussion of a topic, compels him to digest his subject, and to obtain clear views of his own, and deprives him of the privilege assumed by some writers of espousing each side of a question in turn.

We are not the less pleased with Mr. Clark's success as an author from the fact that, though now a resident of St. Paul, he is a native of Virginia. C. A. G.